

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640287

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900600864

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
You Fit, LLC		02/18/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	YF FC Operations, LLC
Street Address:	660 Madison Avenue, 15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10065
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2119316	
Serial Number:	88301112	ZERO BUCKS GIVEN
Serial Number:	88290623	YOUFIT IT'S WHERE YOUFIT IN
Serial Number:	88290633	YOUFIT IT'S WHERE YOU FIT IN
Serial Number:	88289492	CHANGE MAKER
Serial Number:	88303289	YOUGX
Serial Number:	88236501	COUNTDOWN TO CHANGE
Serial Number:	88008994	YOUESCAPE
Serial Number:	87896822	LIME TIME
Serial Number:	87535657	YOUNIVERSE
Serial Number:	87768025	YOUNIVERSE
Serial Number:	87395804	EVERY VISIT IS A VICTORY
Serial Number:	87287399	YOU READY?
Serial Number:	87000693	YOUFIT THE BEST GYM ON THE PLANET.
Serial Number:	86705441	DON'T WORRY. GYM HAPPY
Serial Number:	86560441	DON'T WORRY. GYM HAPPY.
Serial Number:	85982017	GREEN IS COOL
Serial Number:	85165749	GREEN IS COOL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86142994	MAKING EVERY SECOND COUNT
Serial Number:	86020979	THAT'S MY FIT
Serial Number:	86006459	WORK OUT WHERE YOU FIT AT YOUFIT
Serial Number:	85763194	
Serial Number:	85923490	LIMETIME
Serial Number:	85900033	YOUTIME
Serial Number:	85590912	YOU POWERED
Serial Number:	85763116	
Serial Number:	85700843	I'M HERE FOR YOU
Serial Number:	85510765	YOUCOACH
Serial Number:	85157622	THE GREENER THE COOLER
Serial Number:	85764850	LIME TIME
Serial Number:	85485957	YF YOUFIT HEALTH CLUBS LIME CARD
Serial Number:	85485237	YF YOUFIT HEALTH CLUBS
Serial Number:	77787860	GET FIT HEALTH CLUBS
Serial Number:	85232830	GET FIT
Serial Number:	85545538	YOUFUEL
Serial Number:	85535290	I'M HERE FOR YOU
Serial Number:	85275815	YOUFIT, THE RIGHT FIT!
Serial Number:	85510700	YOUCOACH
Serial Number:	85524876	YF YOUCOACH
Serial Number:	85167762	IT'S COOL TO BE GREEN
Serial Number:	85413462	YOUFIT HEALTH CLUBS
Serial Number:	85005249	YOUFIT
Serial Number:	85221974	LIME CARD
Serial Number:	77793086	IT'S WHERE YOU FIT IN
Serial Number:	77927171	GREEN IS OUR COLOR
Serial Number:	77793216	FIT BEGINS WITH YOU.
Serial Number:	77309283	YF YOUFIT HEALTH CLUBS

CORRESPONDENCE DATA

Fax Number: 9544268235

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9546425200

Email: pcunningham@youfit.com

Correspondent Name: You Fit LLC

Address Line 1: 1350 E. Newport Center Drive Suite 200

Address Line 2: SUITE 110

Address Line 4: Deerfield Beach, FLORIDA 33442

TRADEMARK

REEL: 007261 FRAME: 0923

NAME OF SUBMITTER:	Brian F. Gleason
SIGNATURE:	/Brian F. Gleason/
DATE SIGNED:	04/19/2021

Total Attachments: 31

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of February 18, 2021, by and among (a) (i) YouFit Health Clubs, LLC, a Delaware limited liability company (“Holdings”) and (ii) the direct and indirect Subsidiaries of Holdings set forth on Exhibit A, (collectively, all of the Persons listed in this clause (a) are the “Sellers” and each a “Seller”) and (b) YF FC Acquisition, LLC, a Delaware limited liability company (the “Buyer”), pursuant to the Asset Purchase Agreement (the “**Purchase agreement**”), dated as of November 9, 2016, by and among the Buyer and the Sellers. All capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, in connection with the Closing, the Buyer has agreed to assign its rights to acquire the Acquired Assets to the entities set forth on Exhibit B attached hereto (each a “Buyer Designee”) with each Buyer Designee receiving the specific Acquired Assets set forth below its name on Exhibit B attached hereto such that each Buyer Designee receives its subset of the Acquired Assets directly from the applicable Seller without the Buyer ever taking possession, ownership or responsibility for the same, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Each Buyer Designee, hereby assumes the Assumed Contracts that constitute Acquired Assets to the extent such Assumed Contracts are set forth below its name on Exhibit B attached hereto. Notwithstanding the foregoing or any other provision of this Agreement, neither the Buyer nor any Buyer Designee will assume or be bound by and shall be deemed not to have assumed, agreed to pay, perform, fulfill or discharge any Seller’s Excluded Liabilities, including, without limitation, liabilities related to any Contract or Lease that is not an Assumed Contract or related to any other Excluded Asset.

2. The Sellers hereby convey all of the Acquired Assets, including but not limited to Assumed Contracts and the Intellectual Property Assets, to the applicable Buyer Designee as set forth in Exhibit B attached hereto. Notwithstanding the foregoing or any other provision of this Agreement, such conveyance shall not be deemed to include Excluded Assets.

3. The assumption by a Buyer Designee, of the particular Acquired Assets and Assumed Contracts of any Seller being assumed by such party shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of the Buyer under the Purchase Agreement.

4. Nothing contained herein shall operate or be construed to amend, release, limit or alter any of the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions hereof, the provisions of the Purchase Agreement shall control.

5. Each of the parties hereto shall execute and deliver to the other party such further instruments, assignments, assurances and other documents, and take such actions as the other party may reasonably request in connection with the carrying out of the intent and purposes of this Agreement.

6. This Agreement inures to the benefit of the Buyer and the Buyer Designees and their successors and assigns and to the Sellers and their successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to confer any third party beneficiary, other than the Buyer Designees, with any rights or remedies.

7. This Agreement and all claims and controversies hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the choice of law provisions thereof. All parties, including their successors and assigns, consent to the jurisdiction of the state and federal courts of Delaware.

8. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the Buyer and the Sellers, or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.


9. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart signature page to this Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

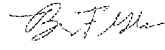
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLERS:

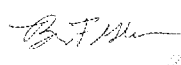
YouFit Health Clubs, LLC

By:  Brian F. Gleason
2021.02.16 15:20:18 -05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

**Seven B-Fit, LLC
YF Admin, LLC
YF Arizona, LLC
YF Coral Way II, LLC
YF East Fowler, LLC
YF Group A, LLC
YF Hammock, LLC
YF Hialeah, LLC
YF Horizon, LLC
YF Lafayette Place, LLC
YF Olney, LLC
YF Pompano, LLC
YF Randallstown, LLC
YF Riverdale, LLC
YF SE FLA, LLC
You Fit Enterprises, LLC
You Fit Nine, LLC
You Fit Pinellas Park, LLC
You Fit, LLC
YF Rhode Island, LLC**

By:  Brian F. Gleason
2021.02.16 15:20:37 -05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

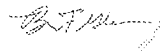
South Florida Health and Fitness, Inc.

By:  Brian F. Gleason
2021.02.16 15:21:00
-05'00'

Name: Brian F. Gleason
Title: Chief Restructuring Officer

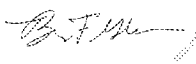
Lime Time, LLC
YF Boynton Mall, LLC
YF Buford, LLC
YF Carrollwood, LLC
YF Concord, LLC
YF Coral Way, LLC
YF Deerfield, LLC
YF Douglasville, LLC
YF Dunwoody, LLC
YF Gateway, LLC
YF Greenacres, LLC
YF Hollywood, LLC
YF Huntsville, LLC
YF Kendall LLC
YF Lago Mar, LLC
YF Land O Lakes, LLC
YF Lauderdale Lakes, LLC
YF Margate, LLC
YF Noles, LLC
YF North Point, LLC
YF Okeechobee, LLC
YF Parkland, LLC
YF Pine Island, LLC
YF Pines Boulevard, LLC
YF Quail Roost, LLC
YF Racetrack, LLC
YF Sandalfoot, LLC
YF Shiloh, LLC
YF Singleton, LLC
YF Southaven, LLC
YF Spring Creek, LLC
YF Suwanee, LLC
YF Unigold, LLC
YF Venice, LLC
YF Wellington, LLC
YF West Brandon, LLC
YF Weston, LLC
You Fit Eight, LLC
You Fit Four, LLC
You Fit Seven, LLC

By YF Group A, LLC
Its Member

By:  Brian F. Gleason
2021.02.16 15:21:21
05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

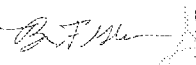
YF Port Charlotte, LLC
YF Shelby, LLC
You Fit Five, LLC
You Fit-One, LLC
YF Dania Pointe, LLC
YF Flagler LLC
YF Hialeah-Okeechobee Rd., LLC
YF Largo Plaza LLC
YF Lauderhill, LLC
YF Loch Raven LLC
YF Miami 110th LLC
YF Miami Gardens, LLC
YF North Lauderdale, LLC
YF Paradise Square LLC
YF Tamarac LLC
YF University Village, LLC
You Fit Cryoskin, LLC
You Fit Spa, LLC

By You Fit, LLC
Its Member

By:  Brian F. Gleason
2021.02.16 15:21:43 -05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

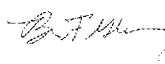
B-Fit Health Club, LLC
Five B-Fit, LLC
Four B-Fit, LLC
Six B-Fit, LLC
Three B-Fit, LLC
YF Lantana, LLC
YF Town Center

By YF SE FLA, LLC
Its Member

By:  Brian F. Gleason
2021.02.16 15:22:01
-05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

YF Bethanny, LLC
YF Bethany Towne Center, LLC
YF Cactus Village, LLC
YF Hancock, LLC
YF Scottsdale, LLC
YF Shea, LLC
YF Chandler South, LLC
YF Gilbert North, LLC
YF Gilbert South, LLC
YF Glendale, LLC
YF Mesa, LLC

By YF Arizona, LLC
Its Member

By:  Brian F. Gleason
2021.02.16 15:22:27
-05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

BUYER:

YF FC Acquisition, LLC

By:  _____
Name: Brian Vahaly
Title: President, Secretary and Treasurer

Exhibit A

Additional Seller Parties

Direct and indirect Subsidiaries of Holdings that are Party to this Agreement.

1. The following direct Subsidiaries of Holdings (collectively, the “Holdings Subsidiaries”):
 - a) Seven B-Fit, LLC, a Florida limited liability company
 - b) YF Admin, LLC, a Florida limited liability company
 - c) YF Arizona, LLC, a Florida limited liability company (“YF Arizona”)
 - d) YF Coral Way II, LLC, a Florida limited liability company
 - e) YF East Fowler, LLC, a Florida limited liability company
 - f) YF Group A, LLC, a Florida limited liability company (“YF Group A”)
 - g) YF Hammock, LLC, a Florida limited liability company
 - h) YF Hialeah, LLC, a Florida limited liability company
 - i) YF Horizon, LLC, a Florida limited liability company
 - j) YF Lafayette Place, LLC, a Florida limited liability company
 - k) YF Olney, LLC, a Florida limited liability company
 - l) YF Pompano, LLC, a Florida limited liability company
 - m) YF Randallstown, LLC, a Florida limited liability company
 - n) YF Riverdale, LLC, a Florida limited liability company
 - o) YF SE FLA, LLC, a Florida limited liability company (“YF SE FLA”)
 - p) You Fit Enterprises, LLC, a Florida limited liability company
 - q) You Fit Nine, LLC, a Florida limited liability company
 - r) You Fit Pinellas Park, LLC, a Florida limited liability company
 - s) You Fit, LLC, a Florida limited liability company (“You Fit”)
 - t) South Florida Health and Fitness, Inc., a Florida corporation

2. The following direct Subsidiaries of YF Group A (collectively, the “YF Group A Subsidiaries”):
 - a) Lime Time, LLC, a Florida limited liability company
 - b) YF Boynton Mall, LLC, a Florida limited liability company
 - c) YF Buford, LLC, a Georgia limited liability company
 - d) YF Carrollwood, LLC, a Florida limited liability company
 - e) YF Concord, LLC, a Florida limited liability company
 - f) YF Coral Way, LLC, a Florida limited liability company
 - g) YF Deerfield, LLC, a Florida limited liability company
 - h) YF Douglasville, LLC, a Georgia limited liability company
 - i) YF Dunwoody, LLC, a Georgia limited liability company
 - j) YF Gateway, LLC, a Florida limited liability company
 - k) YF Greenacres, LLC, a Florida limited liability company
 - l) YF Hollywood, LLC, a Florida limited liability company
 - m) YF Huntsville, LLC, a Florida limited liability company
 - n) YF Kendall LLC, a Florida limited liability company
 - o) YF Lago Mar, LLC, a Florida limited liability company
 - p) YF Land O Lakes, LLC, a Florida limited liability company

- q) YF Lauderdale Lakes, LLC, a Florida limited liability company
- r) YF Margate, LLC, a Florida limited liability company
- s) YF Noles, LLC, a Florida limited liability company
- t) YF North Point, LLC, a Georgia limited liability company
- u) YF Okeechobee, LLC, a Florida limited liability company
- v) YF Parkland, LLC, a Florida limited liability company
- w) YF Pine Island, LLC, a Florida limited liability company
- x) YF Pines Boulevard, LLC, a Florida limited liability company
- y) YF Quail Roost, LLC, a Florida limited liability company
- z) YF Racetrack, LLC, a Florida limited liability company
- aa) YF Sandalfoot, LLC, a Florida limited liability company
- bb) YF Shiloh, LLC, a Georgia limited liability company
- cc) YF Singleton, LLC, a Georgia limited liability company
- dd) YF Southaven, LLC, a Mississippi limited liability company
- ee) YF Spring Creek, LLC, a Florida limited liability company
- ff) YF Suwanee, LLC, a Georgia limited liability company
- gg) YF Unigold, LLC, a Florida limited liability company
- hh) YF Venice, LLC, a Florida limited liability company
- ii) YF Wellington, LLC, a Florida limited liability company
- jj) YF West Brandon, LLC, a Florida limited liability company
- kk) YF Weston, LLC, a Florida limited liability company
- ll) You Fit Eight, LLC, a Florida limited liability company
- mm) You Fit Four, LLC, a Florida limited liability company
- nn) You Fit Seven, LLC, a Florida limited liability company

3. The following direct Subsidiaries of You Fit (collectively, the “You Fit Subsidiaries”):

- a) YF Port Charlotte, LLC, a Florida limited liability company
- b) YF Shelby, LLC, a Tennessee limited liability company
- c) You Fit Five, LLC, a Florida limited liability company
- d) You Fit-One, LLC, a Florida limited liability company
- e) YF Dania Pointe, LLC, a Florida limited liability company
- f) YF Flagler LLC, a Florida limited liability company
- g) YF Hialeah-Okeechobee Rd., LLC, a Florida limited liability company
- h) YF Largo Plaza LLC, a Florida limited liability company
- i) YF Lauderhill, LLC, a Florida limited liability company
- j) YF Loch Raven LLC, a Florida limited liability company
- k) YF Miami 110th LLC, a Florida limited liability company
- l) YF Miami Gardens, LLC, a Florida limited liability company
- m) YF North Lauderdale, LLC, a Florida limited liability company
- n) YF Paradise Square LLC, an Arizona limited liability company
- o) YF Rhode Island, LLC, a Florida limited liability company
- p) YF Tamarac LLC, a Florida limited liability company
- q) YF University Village, LLC, a Florida limited liability company
- r) You Fit Cryoskin, LLC, a Florida limited liability company
- s) You Fit Spa, LLC, a Florida limited liability company

4. The following direct Subsidiaries of YF SE FLA (collectively, the “YF SE FLA Subsidiaries”):
 - a) B-Fit Health Club, LLC, a Florida limited liability company
 - b) Five B-Fit, LLC, a Florida limited liability company
 - c) Four B-Fit, LLC, a Florida limited liability company
 - d) Six B-Fit, LLC, a Florida limited liability company
 - e) Three B-Fit, LLC, a Florida limited liability company
 - f) YF Lantana, LLC, a Florida limited liability company
 - g) YF Town Center, LLC, a Florida limited liability company

5. The following direct Subsidiaries of YF Arizona (collectively, the “YF Arizona Subsidiaries”):
 - a) YF Bethanny, LLC, a Florida limited liability company
 - b) YF Bethanny Towne Center, LLC, an Arizona limited liability company
 - c) YF Cactus Village, LLC, an Arizona limited liability company
 - d) YF Hancock, LLC, an Arizona limited liability company
 - e) YF Scottsdale, LLC, an Arizona limited liability company
 - f) YF Shea, LLC, an Arizona limited liability company
 - g) YF Chandler South, LLC, an Arizona limited liability company
 - h) YF Gilbert North, LLC, an Arizona limited liability company
 - i) YF Gilbert South, LLC, an Arizona limited liability company
 - j) YF Glendale, LLC, an Arizona limited liability company
 - k) YF Mesa, LLC, an Arizona limited liability company

Exhibit B

Buyer Designees and Related Acquired Assets

1. YF FC Operations, LLC

All Acquired Assets not specifically allocated to another Buyer Designee in this Exhibit B.

2. YF FC Miami, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 13065 SW 112th St., Miami, FL 33186
- 20001 SW 127th Ave, Miami, FL 33177
- 8755 SW 24th Street, Miami, FL 33165
- 11865 SW 26th St Suite B13, Miami, FL 33175
- 7070 SW 24th St, Miami, FL 33155
- 11237 SW 152nd Street, Miami, FL 33157
- 1605 SW 107 Avenue, Miami, FL 33165

3. YF FC South Broward, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 3120 Oakwood Blvd, Hollywood, FL 33020
- 140 South Compass Way, Dania Beach, FL 33004
- 8311 West Flagler Street, Miami, FL 33144
- 19400 NW 27th Ave., Miami Gardens, FL 33056
- 9057 Taft St, Pembroke Pines, FL 33024
- 15451 Sw 13th Lane, Sunrise, FL 33326
- 553 NE 79th Street, Miami, FL 33138
- 5348 W 16th Ave, Hialeah, FL 33012

4. YF FC North Broward, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 8301 W Atlantic Blvd, Coral Springs, FL 33071
- 401 S Federal Hwy, Pompano Beach, FL 33062
- 9535 Westview Drive, Coral Springs, FL 33076
- 3133 N State Road 7, Margate, FL 33063
- 7346 West Mcnab Rd., North Lauderdale, FL 33068
- 2101 N University Drive, Sunrise, FL 33322
- 3555 N Federal Hwy, Pompano Beach, FL 33064
- 3708 West Oakland Park Blvd, Lauderdale Lakes, FL 33311

5. YF FC Palm Beach, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 6198 S Congress Ave, #B, Lantana, FL 33462
- 13865 Wellington Trace, C, Wellington, FL 33414
- 23078 Sandalfoot Plaza Dr., Boca Raton, FL 33428
- 801 N Congress Ave Suite 459 A, Boynton Beach, FL 33426
- 2601 S Military Trail, West Palm Beach, FL 33415
- 1309 W Palmetto Park Rd, Boca Raton, FL 33486
- 4354 Okeechobee Blvd, West Palm Beach, FL 33409
- 3911B Jog Road, Greenacres, FL 33467

6. YF FC West Florida, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 1228 Jacaranda Blvd, Venice, FL 34292
- 14979 Tamiami Trail, North Port, FL 34287
- 6157 9th Ave North, St Petersburg, FL 33710
- 3280 Tamiami Trail Suite 33, Port Charlotte, FL 33952
- 6421 66th Street North, Pinellas Park, FL 33781
- 1111 Missouri Ave N, Largo, FL 33770
- 5574 Cortez Road W, Bradenton, FL 34210
- 21707 Village Lakes Shopping Cntr Dr, Land O Lakes, FL 34639
- 13891 W Hillsborough Ave, Tampa, FL 33635
- 14350 N Dale Mabry Hwy, Tampa, FL 33618

7. YF FC North Florida, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 2432 N Monroe Street, Tallahassee, FL 32303
- 3111 Mahan Drive Suite 12, Tallahassee, FL 32308
- 140 Cranes Roost Blvd, Altamonte Springs, FL 32701
- 11849 E Colonial Drive, Orlando, FL 32826
- 3045 SW 34th Street, Gainesville, FL 32608
- 2020 W Pensacola St, Tallahassee, FL 32304

8. YF FC Georgia, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 2840 East-West Connector #200, Austell, GA 30106

- 2855 Lawrenceville Suwanee Rd, Suwanee, GA 30024
- 3895 Cherokee St Suite 100, Kennesaw, GA 30144
- 9559 Georgia Hwy 5, Suite 401, Douglasville, GA 30135
- 7900 Bailey Cove Rd Ste# 10, Huntsville, AL 35802

9. YF FC Texas, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 3265 Broadway Blvd Suite 102, Garland, TX 75043
- 3066 Holiday Dr, New Orleans, LA 70131
- 2524 N. Galloway Ave, Mesquite, TX 75150
- 7989 Belt Line Rd Ste#200, Dallas, TX 75248
- 1301 E Belt Line Rd., Richardson, TX 75081

10. YF FC Northeast, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 101 East Olney Avenue #134, Philadelphia, PA 19120
- 1700 E. Northern Parkway., Baltimore, MD 21239
- 9923 Hull Street Rd, Richmond, VA 23236
- 7250 Midlothian Turnpike, Richmond, VA 23225
- 1527 Smith Street, North Providence, RI

11. YF FC Arizona, LLC

Only the following Acquired Assets:

The Sellers' leases related to the properties at the following addresses:

- 1515 E. Bethany Home Rd, Phoenix, AZ 85014
- 2845 N Scottsdale Rd, Suite 160, Scottsdale, AZ 85257

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment Agreement”), effective as of February 18, 2021 (the “Effective Date”), by and among (a) (i) YouFit Health Clubs, LLC, a Delaware limited liability company (“Holdings”) and (ii) the direct and indirect Subsidiaries of Holdings set forth on Exhibit A, (collectively, all of the Persons listed in this clause (a) are the “Assignors” and each an “Assignor”) and (b) YF FC Acquisition, LLC, a Delaware limited liability company (the “Assignee”). The Assignors and the Assignee collectively shall be referred to herein as the “Parties” and each, individually, as a “Party”.

A. Pursuant to that certain Asset Purchase Agreement dated as of November 10, 2020 (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and between the Assignors and the Assignee, the Assignors have agreed to sell, transfer, assign, convey and deliver to the Assignee, all of the Assignor’s right, title and interest in and to all Acquired Assets (as defined in the Purchase Agreement), including all Intellectual Property (as defined in the Purchase Agreement) owned by the Assignors, upon the terms and subject to the conditions set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the execution and delivery of this Intellectual Property Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

C. The Assignors are willing to assign all rights the Assignors may have in and to all Intellectual Property on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignors and the Assignee, the Assignors and the Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, each Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Assignee, its successors and assigns, all of such Assignor’s worldwide right, title and interest in and to all work and all intellectual property rights owned by such Assignor, including without limitation all worldwide right, title and interest in and to all of the following:

(a) utility patents, utility model patents, design patents and industrial designs and inventors’ certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing (the “Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e)

or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, logos, slogans, trade names, service names, brand names, Internet domain names, social media accounts, and all other source or business identifiers and general intangibles of a like nature, including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit B (the "Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) rights associated with works of authorship, including software, databases, websites, exclusive exploitation rights, mask work rights, copyrights database and design rights, whether or not registered or published, including the copyrights, mask works and registrations and applications therefor identified in Exhibit B, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, improvements, algorithms, source code, data analytics, methods, processes designs, drawings, customer lists, supplier lists and financial information;

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing (collectively, the "Assigned Intellectual Property"), the same to be held and enjoyed by the Assignee, its successors and assigns and all embodiments and fixations of any of the foregoing and all related documentation;

(f) all of such Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned Intellectual Property in the name of the Assignee, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and

remedies, related to any of the Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned Intellectual Property, and all rights corresponding thereto throughout the world for the Assigned Intellectual Property rights assigned herein.

3. Authorization. The Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee and to record the Assignee as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. The Assignors shall provide the Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned Intellectual Property in all jurisdictions and to record the Assignee as owner of the Assigned Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, the Assignors will do all things necessary, proper or advisable to reasonably assist the Assignee in transferring all domain names that are Assigned Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide to Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of the Assignors' right, title and interest in the domain names to the Assignee.

5. General.

(a) Entire Agreement. This Assignment Agreement, together with the Purchase Agreement, constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof, except for the Related Agreements. In the event of a conflict between this Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall take precedence.

(b) Succession and Assignment. This Assignment Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Governing Law; Jurisdictions. This Assignment Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of

Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any action, proceeding or litigation related to this Assignment Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such action, proceeding or litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such action, proceeding or litigation.

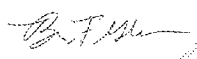
(d) Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[SIGNATURE PAGES FOLLOW]

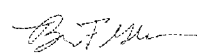
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNORS:

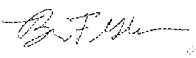
YouFit Health Clubs, LLC

By:  Brian F. Gleason
2021.02.16 15:22:47 -05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

**Seven B-Fit, LLC
YF Admin, LLC
YF Arizona, LLC
YF Coral Way II, LLC
YF East Fowler, LLC
YF Group A, LLC
YF Hammock, LLC
YF Hialeah, LLC
YF Horizon, LLC
YF Lafayette Place, LLC
YF Olney, LLC
YF Pompano, LLC
YF Randallstown, LLC
YF Riverdale, LLC
YF SE FLA, LLC
You Fit Enterprises, LLC
You Fit Nine, LLC
You Fit Pinellas Park, LLC
You Fit, LLC
YF Rhode Island, LLC**

By:  Brian F. Gleason
2021.02.16 15:23:08 -05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

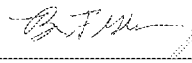
South Florida Health and Fitness, Inc.

By:  Brian F. Gleason
2021.02.16 15:23:29 -05'00'

Name: Brian F. Gleason
Title: Chief Restructuring Officer

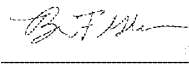
Lime Time, LLC
YF Boynton Mall, LLC
YF Buford, LLC
YF Carrollwood, LLC
YF Concord, LLC
YF Coral Way, LLC
YF Deerfield, LLC
YF Douglasville, LLC
YF Dunwoody, LLC
YF Gateway, LLC
YF Greenacres, LLC
YF Hollywood, LLC
YF Huntsville, LLC
YF Kendall LLC
YF Lago Mar, LLC
YF Land O Lakes, LLC
YF Lauderdale Lakes, LLC
YF Margate, LLC
YF Noles, LLC
YF North Point, LLC
YF Okeechobee, LLC
YF Parkland, LLC
YF Pine Island, LLC
YF Pines Boulevard, LLC
YF Quail Roost, LLC
YF Racetrack, LLC
YF Sandalfoot, LLC
YF Shiloh, LLC
YF Singleton, LLC
YF Southaven, LLC
YF Spring Creek, LLC
YF Suwanee, LLC
YF Unigold, LLC
YF Venice, LLC
YF Wellington, LLC
YF West Brandon, LLC
YF Weston, LLC
You Fit Eight, LLC
You Fit Four, LLC
You Fit Seven, LLC

By YF Group A, LLC
Its Member

By:  Brian F. Gleason
2021.02.16 15:23:50
-05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

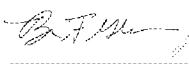
YF Port Charlotte, LLC
YF Shelby, LLC
You Fit Five, LLC
You Fit-One, LLC
YF Dania Pointe, LLC
YF Flagler LLC
YF Hialeah-Okeechobee Rd., LLC
YF Largo Plaza LLC
YF Lauderhill, LLC
YF Loch Raven LLC
YF Miami 110th LLC
YF Miami Gardens, LLC
YF North Lauderdale, LLC
YF Paradise Square LLC
YF Tamarac LLC
YF University Village, LLC
You Fit Cryoskin, LLC
You Fit Spa, LLC

By You Fit, LLC
Its Member

By:  Brian F. Gleason
2021.02.16 15:24:15 -05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

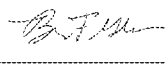
B-Fit Health Club, LLC
Five B-Fit, LLC
Four B-Fit, LLC
Six B-Fit, LLC
Three B-Fit, LLC
YF Lantana, LLC
YF Town Center

By YF SE FLA, LLC
Its Member

By:  Brian F. Gleason
2021.02.16 15:24:41 -05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

YF Bethanny, LLC
YF Bethany Towne Center, LLC
YF Cactus Village, LLC
YF Hancock, LLC
YF Scottsdale, LLC
YF Shea, LLC
YF Chandler South, LLC
YF Gilbert North, LLC
YF Gilbert South, LLC
YF Glendale, LLC
YF Mesa, LLC

By YF Arizona, LLC
Its Member

By:  Brian F. Gleason
2021.02.16 15:25:08
'05'00'
Name: Brian F. Gleason
Title: Chief Restructuring Officer

ASSIGNEE:

YF FC Acquisition, LLC

By: 

Name: Brian Vahaly

Title: President, Secretary and Treasurer

Exhibit A

Additional Assignor Parties

Direct and indirect Subsidiaries of Holdings that are Party to this Agreement.

1. The following direct Subsidiaries of Holdings (collectively, the “Holdings Subsidiaries”):
 - a) Seven B-Fit, LLC, a Florida limited liability company
 - b) YF Admin, LLC, a Florida limited liability company
 - c) YF Arizona, LLC, a Florida limited liability company (“YF Arizona”)
 - d) YF Coral Way II, LLC, a Florida limited liability company
 - e) YF East Fowler, LLC, a Florida limited liability company
 - f) YF Group A, LLC, a Florida limited liability company (“YF Group A”)
 - g) YF Hammock, LLC, a Florida limited liability company
 - h) YF Hialeah, LLC, a Florida limited liability company
 - i) YF Horizon, LLC, a Florida limited liability company
 - j) YF Lafayette Place, LLC, a Florida limited liability company
 - k) YF Olney, LLC, a Florida limited liability company
 - l) YF Pompano, LLC, a Florida limited liability company
 - m) YF Randallstown, LLC, a Florida limited liability company
 - n) YF Riverdale, LLC, a Florida limited liability company
 - o) YF SE FLA, LLC, a Florida limited liability company (“YF SE FLA”)
 - p) You Fit Enterprises, LLC, a Florida limited liability company
 - q) You Fit Nine, LLC, a Florida limited liability company
 - r) You Fit Pinellas Park, LLC, a Florida limited liability company
 - s) You Fit, LLC, a Florida limited liability company (“You Fit”)
 - t) South Florida Health and Fitness, Inc., a Florida corporation

2. The following direct Subsidiaries of YF Group A (collectively, the “YF Group A Subsidiaries”):
 - a) Lime Time, LLC, a Florida limited liability company
 - b) YF Boynton Mall, LLC, a Florida limited liability company
 - c) YF Buford, LLC, a Georgia limited liability company
 - d) YF Carrollwood, LLC, a Florida limited liability company
 - e) YF Concord, LLC, a Florida limited liability company
 - f) YF Coral Way, LLC, a Florida limited liability company
 - g) YF Deerfield, LLC, a Florida limited liability company
 - h) YF Douglasville, LLC, a Georgia limited liability company
 - i) YF Dunwoody, LLC, a Georgia limited liability company
 - j) YF Gateway, LLC, a Florida limited liability company
 - k) YF Greenacres, LLC, a Florida limited liability company
 - l) YF Hollywood, LLC, a Florida limited liability company
 - m) YF Huntsville, LLC, a Florida limited liability company
 - n) YF Kendall LLC, a Florida limited liability company
 - o) YF Lago Mar, LLC, a Florida limited liability company
 - p) YF Land O Lakes, LLC, a Florida limited liability company

- q) YF Lauderdale Lakes, LLC, a Florida limited liability company
- r) YF Margate, LLC, a Florida limited liability company
- s) YF Noles, LLC, a Florida limited liability company
- t) YF North Point, LLC, a Georgia limited liability company
- u) YF Okeechobee, LLC, a Florida limited liability company
- v) YF Parkland, LLC, a Florida limited liability company
- w) YF Pine Island, LLC, a Florida limited liability company
- x) YF Pines Boulevard, LLC, a Florida limited liability company
- y) YF Quail Roost, LLC, a Florida limited liability company
- z) YF Racetrack, LLC, a Florida limited liability company
- aa) YF Sandalfoot, LLC, a Florida limited liability company
- bb) YF Shiloh, LLC, a Georgia limited liability company
- cc) YF Singleton, LLC, a Georgia limited liability company
- dd) YF Southaven, LLC, a Mississippi limited liability company
- ee) YF Spring Creek, LLC, a Florida limited liability company
- ff) YF Suwanee, LLC, a Georgia limited liability company
- gg) YF Unigold, LLC, a Florida limited liability company
- hh) YF Venice, LLC, a Florida limited liability company
- ii) YF Wellington, LLC, a Florida limited liability company
- jj) YF West Brandon, LLC, a Florida limited liability company
- kk) YF Weston, LLC, a Florida limited liability company
- ll) You Fit Eight, LLC, a Florida limited liability company
- mm) You Fit Four, LLC, a Florida limited liability company
- nn) You Fit Seven, LLC, a Florida limited liability company

3. The following direct Subsidiaries of You Fit (collectively, the “You Fit Subsidiaries”):

- a) YF Port Charlotte, LLC, a Florida limited liability company
- b) YF Shelby, LLC, a Tennessee limited liability company
- c) You Fit Five, LLC, a Florida limited liability company
- d) You Fit-One, LLC, a Florida limited liability company
- e) YF Dania Pointe, LLC, a Florida limited liability company
- f) YF Flagler LLC, a Florida limited liability company
- g) YF Hialeah-Okeechobee Rd., LLC, a Florida limited liability company
- h) YF Largo Plaza LLC, a Florida limited liability company
- i) YF Lauderhill, LLC, a Florida limited liability company
- j) YF Loch Raven LLC, a Florida limited liability company
- k) YF Miami 110th LLC, a Florida limited liability company
- l) YF Miami Gardens, LLC, a Florida limited liability company
- m) YF North Lauderdale, LLC, a Florida limited liability company
- n) YF Paradise Square LLC, an Arizona limited liability company
- o) YF Rhode Island, LLC, a Florida limited liability company
- p) YF Tamarac LLC, a Florida limited liability company
- q) YF University Village, LLC, a Florida limited liability company
- r) You Fit Cryoskin, LLC, a Florida limited liability company
- s) You Fit Spa, LLC, a Florida limited liability company

4. The following direct Subsidiaries of YF SE FLA (collectively, the “YF SE FLA Subsidiaries”):
 - a) B-Fit Health Club, LLC, a Florida limited liability company
 - b) Five B-Fit, LLC, a Florida limited liability company
 - c) Four B-Fit, LLC, a Florida limited liability company
 - d) Six B-Fit, LLC, a Florida limited liability company
 - e) Three B-Fit, LLC, a Florida limited liability company
 - f) YF Lantana, LLC, a Florida limited liability company
 - g) YF Town Center, LLC, a Florida limited liability company

5. The following direct Subsidiaries of YF Arizona (collectively, the “YF Arizona Subsidiaries”):
 - a) YF Bethanny, LLC, a Florida limited liability company
 - b) YF Bethanny Towne Center, LLC, an Arizona limited liability company
 - c) YF Cactus Village, LLC, an Arizona limited liability company
 - d) YF Hancock, LLC, an Arizona limited liability company
 - e) YF Scottsdale, LLC, an Arizona limited liability company
 - f) YF Shea, LLC, an Arizona limited liability company
 - g) YF Chandler South, LLC, an Arizona limited liability company
 - h) YF Gilbert North, LLC, an Arizona limited liability company
 - i) YF Gilbert South, LLC, an Arizona limited liability company
 - j) YF Glendale, LLC, an Arizona limited liability company
 - k) YF Mesa, LLC, an Arizona limited liability company

:

EXHIBIT B**Intellectual Property****Trademarks:**

Mark	Serial Number	Filing Date	Reg. No.	Reg. Date	Ownership
ZERO BUCKS GIVEN	88/301,112	2/14/2019	5,858,993	9/10/2019	You Fit, LLC
YOUFIT IT'S WHERE YOUFIT IN	88/290,623	2/6/2019	5,821,902	7/30/2019	You Fit, LLC
YOUFIT IT'S WHERE YOU FIT IN	88/290,633	2/6/2019	5,821,903	7/30/2019	You Fit, LLC
CHANGE MAKER	88/289,492	2/5/2019	5,821,896	7/30/2019	You Fit, LLC
YOUGX	88/303,289	2/15/2019	5,821,928	7/30/2019	You Fit, LLC
COUNTDOWN TO CHANGE	88/236,501	12/20/2018	5,805,493	7/16/2019	You Fit, LLC
YOUESCAPE	88/008,994	6/21/2018	5,802,039	7/9/2019	You Fit, LLC
LIME TIME (& DESIGN)	87/896,822	4/27/2018	5,627,350	12/11/2018	You Fit, LLC
YOUNIVERSE (word mark)	87/535,657	7/20/2017	5,573,088	10/2/2018	You Fit, LLC
YOUNIVERSE (design mark)	87/768,025	1/24/2018	5,574,035	10/2/2018	You Fit, LLC
EVERY VISIT IS A VICTORY	87/395,804	4/3/2017	5,429,803	3/20/2018	You Fit, LLC
YOU READY?	87/287,399	1/3/2017	5,241,557	7/11/2017	You Fit, LLC
YOUFIT THE BEST GYM ON THE PLANET.	87/000,693	4/14/2016	5,090,430	11/29/2016	You Fit, LLC
DON'T WORRY. GYM HAPPY	86/705,441	7/27/2015	4,945,131	4/26/2016	You Fit, LLC
DON'T WORRY. GYM HAPPY.	86/560,441	3/11/2015	4,840,677	10/27/2015	You Fit, LLC
GREEN IS COOL	85/982,017	10/31/2010	4,676,103	1/20/2015	You Fit, LLC (Assignment recorded 8/14/2014)
GREEN IS COOL	85/165,749	10/31/2010	4,667,815	1/6/2015	You Fit, LLC (Assignment recorded 8/14/2014)
MAKING EVERY SECOND COUNT	86/142,994	12/13/2013	4,639,829	11/18/2014	You Fit, LLC (Assignment recorded 8/15/2014)
THAT'S MY FIT	86/020,979	7/26/2013	4,491,098	3/4/2014	You Fit, LLC (Assignment recorded 8/14/2014)
WORK OUT WHERE YOU FIT AT YOUFIT	86/006,459	7/10/2013	4,440,381	11/26/2013	You Fit, LLC (Assignment recorded 8/14/2014)
LIME GREEN TRADE DRESS	85/763,194	10/25/2012	4,438,717	11/26/2013	You Fit, LLC (Assignment recorded 8/14/2014)
LIMETIME	85/923,490	5/4/2013	4,436,576	11/19/2013	You Fit, LLC

Mark	Serial Number	Filing Date	Reg. No.	Reg. Date	Ownership
					(Assignment recorded 8/15/2014)
YOUTIME	85/900,033	4/10/2013	4,436,345	11/19/2013	You Fit, LLC (Assignment recorded 8/14/2014)
YOU POWERED	85/590,912	4/6/2012	4,422,634	10/22/2013	You Fit, LLC (Assignment recorded 8/14/2014)
GREEN-PURPLE TRADE DRESS	85/763,116	10/25/2012	4,410,003	10/1/2013	You Fit, LLC (Assignment recorded 8/14/2014)
I'M HERE FOR YOU	85/700,843	8/10/2012	4,394,958	9/3/2013	You Fit, LLC (Assignment recorded 8/14/2014)
YOUCOACH	85/510,765	1/6/2012	4,380,809	8/6/2013	You Fit, LLC (Assignment recorded 8/14/2014)
THE GREENER THE COOLER	85/157,622	10/21/2010	4,335,255	5/14/2013	You Fit, LLC (Assignment recorded 8/14/2014)
LIME TIME	85/764,850	10/26/2012	4,317,261	4/9/2013	You Fit, LLC (Assignment recorded 8/15/2014)
YF YOUFIT HEALTH CLUBS LIME CARD (& DESIGN)	85/485,957	12/2/2011	4,284,879	2/5/2013	You Fit, LLC (Assignment recorded 8/14/2014)
YF YOUFIT HEALTH CLUBS (& DESIGN) (key card)	85/485,237	12/1/2011	4,284,877	2/5/2013	You Fit, LLC (Assignment recorded 8/14/2014)
GET FIT HEALTH CLUBS	77/787,860	7/23/2009	4,250,387	11/27/2012	You Fit, LLC (Assignment recorded 8/14/2014)
GET FIT	85/232,830	2/2/2011	4,220,188	10/9/2012	You Fit, LLC (Assignment recorded 8/14/2014)
YOUFUEL	85/545,538	2/17/2012	4,217,366	10/2/2012	You Fit, LLC

Mark	Serial Number	Filing Date	Reg. No.	Reg. Date	Ownership
					(Assignment recorded 8/14/2014)
I'M HERE FOR YOU	85/535,290	2/6/2012	4,215,671	9/25/2012	You Fit, LLC (Assignment recorded 8/14/2014)
YOUFIT, THE RIGHT FIT!	85/275,815	3/24/2011	4,212,355	9/25/2012	You Fit, LLC (Assignment recorded 8/14/2014)
YOUCOACH	85/510,700	1/6/2012	4,197,751	8/28/2012	You Fit, LLC (Assignment recorded 8/14/2014)
YF YOUCOACH (& DESIGN)	85/524,876	1/25/2012	4,198,459	8/28/2012	You Fit, LLC (Assignment recorded 8/14/2014)
IT'S COOL TO BE GREEN	85/167,762	11/3/2010	4,199,161	8/28/2012	You Fit, LLC (Assignment recorded 8/14/2014)
YOUFIT HEALTH CLUBS	85/413,462	9/1/2011	4,135,325	5/1/2012	You Fit, LLC (Assignment recorded 8/14/2014)
YOUFIT	85/005,249	4/2/2010	4,116,876	3/27/2012	You Fit, LLC (Assignment recorded 8/14/2014)
LIME CARD	85/221,974	1/20/2011	4,012,126	8/16/2011	You Fit, LLC (Assignment recorded 8/14/2014)
IT'S WHERE YOU FIT IN (stylized)	77/793,086	7/30/2009	3,951,566	4/26/2011	You Fit, LLC (Assignment recorded 8/14/2014)
GREEN IS OUR COLOR	77/927,171	2/3/2010	3,844,778	9/7/2010	You Fit, LLC (Assignment recorded 8/14/2014)
FIT BEGINS WITH YOU (stylized)	77/793,216	7/30/2009	3,754,692	3/2/2010	You Fit, LLC (Assignment recorded 8/14/2014)
YF YOUFIT HEALTH CLUBS (&	77/309,283	10/20/2007	3,683,711	9/15/2009	You Fit, LLC

Mark	Serial Number	Filing Date	Reg. No.	Reg. Date	Ownership
DESIGN)					(Assignment recorded 8/14/2014)

U.S Copyrights:

Title	Owner	Reg. No.	Reg. Date	Comments
Porky's Design	YouFit Health Clubs, LLC	VA0002119316	5/8/2018	